

EXHIBIT B

MEMORANDUM OF ASSIGNMENT
(Purchased Payment Stream)

This Memorandum of Assignment dated December 23, 2021 ("**Assignment**"), is executed by and between Liberty Commercial Finance LLC ("**Seller**") and Prime Alliance Bank, Inc. ("**Buyer**"). Seller, for and in consideration of the Purchase Price indicated below paid or to be paid by Buyer to Seller this day, hereby transfers and assigns to Buyer, all Seller's right, title and interest in and to the following Purchased Assets, all pursuant to the terms of the Amended And Restated Master Purchase Agreement dated as of September 5, 2018 ("**Agreement**"), the terms of which are incorporated herein by reference:

Purchased Transaction: The Purchased Transaction conveyed hereunder is a Purchased Payment Stream.

Lease: Equipment Schedule No. 02 issued pursuant to and incorporating the terms of that certain Master Equipment Lease Agreement dated as of June 3, 2021 by and between Seller as lessor and Obligor.

Obligor Name and Address: Core Scientific, Inc.
2800 Northup Way, Suite 220
Bellevue, WA 98004
E-mail: psladic@corescientific.com

Assigned Payments: Forty-three (43) monthly Payments, each in the amount of \$14,250.20, plus applicable taxes.

Due Date for first Assigned Payment: February 1, 2022, with each subsequent Assigned Payment due on the same day of each following month until all Assigned Payments have been received by Buyer.

Equipment Description and Location: As set forth in the Lease.

Purchase Price: \$525,540.19.

Progress Funding (Section 2(c)(ii) of the Agreement applies): No

Discount Rate: 8.50% per annum.

Residual Value: \$1.00

Security Deposit: N/A


Additional Security: N/A

Seller hereby specifically restates as of this day and with respect to the Purchase Assets referenced to herein, all of Seller's representations and warranties, covenants and agreements set forth in the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized officers as of the date first above written.

LIBERTY COMMERCIAL FINANCE LLC

By: 

Name: Stephen B. Peterson

Title: Chief Credit Officer

PRIME ALLIANCE BANK, INC.

By: Michael Ward

Name: Michael Ward

Title: CEO

MEMORANDUM OF ASSIGNMENT
(Purchased Payment Stream)

This Memorandum of Assignment dated December 22, 2021 ("**Assignment**"), is executed by and between Liberty Commercial Finance LLC ("**Seller**") and Prime Alliance Bank, Inc. ("**Buyer**"). Seller, for and in consideration of the Purchase Price indicated below paid or to be paid by Buyer to Seller this day, hereby transfers and assigns to Buyer, all Seller's right, title and interest in and to the following Purchased Assets, all pursuant to the terms of the Amended And Restated Master Purchase Agreement dated as of September 5, 2018 ("**Agreement**"), the terms of which are incorporated herein by reference:

Purchased Transaction: The Purchased Transaction conveyed hereunder is a Purchased Payment Stream.

Lease: Equipment Schedule No. 08 issued pursuant to and incorporating the terms of that certain Master Equipment Lease Agreement dated as of June 3, 2021 by and between Seller as lessor and Obligor.

Obligor Name and Address: Core Scientific, Inc.
2800 Northup Way, Suite 220
Bellevue, WA 98004
E-mail: psladic@corescientific.com

Assigned Payments: Forty-four (44) monthly Payments, each in the amount of \$46,546.88, plus applicable taxes.

Due Date for first Assigned Payment: February 1, 2022, with each subsequent Assigned Payment due on the same day of each following month until all Assigned Payments have been received by Buyer.

Equipment Description and Location: As set forth in the Lease.

Purchase Price: \$1,750,267.49.

Progress Funding (Section 2(c)(ii) of the Agreement applies): No

Discount Rate: 8.50% per annum.

Residual Value: \$1.00

Security Deposit: N/A

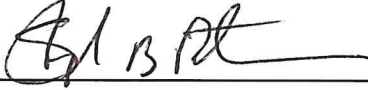
Additional Security: N/A

Seller hereby specifically restates as of this day and with respect to the Purchase Assets referenced to herein, all of Seller's representations and warranties, covenants and agreements set forth in the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized officers as of the date first above written.

LIBERTY COMMERCIAL FINANCE LLC

By: 

Name: Stephen B. Peterson

Title: Chief Credit Officer

PRIME ALLIANCE BANK, INC.

By: Michael Ward

Name: Michael Ward

Title: CEO

MEMORANDUM OF ASSIGNMENT
(Purchased Payment Stream)

This Memorandum of Assignment dated December 22, 2021 ("**Assignment**"), is executed by and between Liberty Commercial Finance LLC ("**Seller**") and Prime Alliance Bank, Inc. ("**Buyer**"). Seller, for and in consideration of the Purchase Price indicated below paid or to be paid by Buyer to Seller this day, hereby transfers and assigns to Buyer, all Seller's right, title and interest in and to the following Purchased Assets, all pursuant to the terms of the Amended And Restated Master Purchase Agreement dated as of September 5, 2018 ("**Agreement**"), the terms of which are incorporated herein by reference:

Purchased Transaction: The Purchased Transaction conveyed hereunder is a Purchased Payment Stream.

Lease: Equipment Schedule No. 09 issued pursuant to and incorporating the terms of that certain Master Equipment Lease Agreement dated as of June 3, 2021 by and between Seller as lessor and Obligor.

Obligor Name and Address: Core Scientific, Inc.
2800 Northup Way, Suite 220
Bellevue, WA 98004
E-mail: psladic@corescientific.com

Assigned Payments: Forty-four (44) monthly Payments, each in the amount of \$21,470.48, plus applicable taxes.

Due Date for first Assigned Payment: February 1, 2022, with each subsequent Assigned Payment due on the same day of each following month until all Assigned Payments have been received by Buyer.

Equipment Description and Location: As set forth in the Lease.

Purchase Price: \$807,338.39.

Progress Funding (Section 2(c)(ii) of the Agreement applies): No

Discount Rate: 8.50% per annum.

Residual Value: \$1.00

Security Deposit: N/A

Additional Security: N/A

Seller hereby specifically restates as of this day and with respect to the Purchase Assets referenced to herein, all of Seller's representations and warranties, covenants and agreements set forth in the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their duly authorized officers as of the date first above written.

LIBERTY COMMERCIAL FINANCE LLC

By: 

Name: Stephen B. Peterson

Title: Chief Credit Officer

PRIME ALLIANCE BANK, INC.

By: Michael Ward

Name: Michael Ward

Title: CEO



Equipment Schedule No. 02

This EQUIPMENT SCHEDULE NO. 02 ("Schedule") between Liberty Commercial Finance LLC ("Lessor") and Core Scientific, Inc. ("Lessee") is dated as of November 16, 2021 and is issued in connection with the Master Equipment Lease Agreement number 32109 dated as of June 3, 2021 ("Master Lease" and the Schedule with the Master Lease terms incorporated therein, the "Lease"). Unless otherwise defined, capitalized terms used herein shall have the same meanings specified in the Master Lease.

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment, products and fees listed on Exhibit A attached hereto (collectively, the "Equipment").
2. **TERM.** The Initial Term of this Lease expires on the date that is 48 months after the Initial Term Commencement Date (the "Initial Term Expiration Date").
3. **EQUIPMENT COST:** \$574,026.12, which includes sales tax paid by Lessor to the State of KY in the sum of \$38,302.12
4. **MONTHLY EQUIVALENT LEASE RATE FACTOR: ("MELRF"):** 0.024825
5. **MONTHLY RENT:** \$14,250.20

The actual Rent amount will be determined by multiplying the MELRF by the actual Equipment Cost. At the time of the Acceptance Date (or until such time as all final Lease related documentation is received by Lessor and/or Lessor Assignee), the MELRF may be adjusted upward in direct relation to any movement of US SWAP rates with a maturity equal to the Initial Term. The base US SWAP rate to be used for comparison purposes shall be 1.23%

6. **PAYMENT FREQUENCY:** Monthly

7. **RENTAL DEPOSIT:** \$57,000.80

The Deposit is nonrefundable and shall be applied to the first Monthly Rent payment and last three Monthly Rent payments. In the event that the Lease does not commence for any reason, including Lessee's rejection of the Equipment or Lessee does not fulfill its commitment with respect to completion of the terms and conditions of the Lease or any approval, then the Deposit will be considered an earned processing fee by Lessor.

8. **EQUIPMENT LOCATION:** 1035 Shar Cal Road
Calvert City, KY 42029

9. **BILLING ADDRESS:** 2800 Northup Way, Suite 220
Bellevue, WA 98004

10. **PURCHASE OPTION TERMS.** So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option (the "Purchase Option") to purchase all, but not less than all, Equipment on the Initial Term Expiration Date for an amount equal to \$1.00, plus any applicable taxes (the "Purchase Option Price"). Lessee shall not be obligated to provide Lessor with advance notice of Lessee's election of the Purchase Option. Payment of the Purchase Option Price, together with all other amounts due and owing by Lessee under the Lease shall be made on the Initial Term Expiration Date in immediately available funds. Upon satisfaction in full of Lessee's obligations hereunder, Lessor shall convey to Lessee all of Lessor's right, title and interest in and to the Equipment on an "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES AND MAY INCLUDE THESE AND OTHER

DISCLAIMERS IN ANY SALE DOCUMENTATION. Lessee's right, if any, to continued use of any Equipment subject to a License Agreement shall be as set forth in the applicable License Agreement.

11. **NATURE OF TRANSACTION.** (a) **General.** The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law. (b) **Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly file and pay all such property taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill. (c) **Disclaimer.** LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

12. **FURTHER ASSURANCES.** LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE. Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessor: LIBERTY COMMERCIAL FINANCE LLC

Lessee: CORE SCIENTIFIC, INC.

By: 

By: 

Print Name: Stephen B. Peterson

Print Name: Peter Sladic

Title: Chief Credit Officer

Title: Senior Vice President, Treasurer

Date: November 16, 2021

Date: November 16, 2021

EXHIBIT A**EQUIPMENT DESCRIPTION****Lessor:** Liberty Commercial Finance LLC**Lessee:** Core Scientific, Inc.**Lease:** Equipment Schedule No. 02 to Master Equipment Lease Agreement dated as of June 3, 2021.

Supplier	Equipment Description	Equipment Location
Solomon Corporation	<p>(14) 2500 KVA 3 Ph Padmount Transformers, Serial Numbers: M21D13665, M21D13666, M21D13667, M21D13668, M21D13669, M21D13670, M21D13671, M21D13672, M21D13673, M21D13674, M21D13675, M21D13676, M21D13677, M21D13678, HV: 13800y/7970 (125 KV BIL) LV: 415Y/240 (30 KV BIL) 65° C Rise, ONAN, 60 Hz 5 Position Tap Changer – 2-2.5% FCAN & FCBN, Aluminum Windings, Type II Mineral Oil Filled, Dead Front, Loop Feed</p> <p>(6) Bushing Well w/25 KV Load Break Insert Primary Bushings</p> <p>(4) 12 Hole Spade LV Bushings w/Supports Liquid Level Gauge, Dial Type Thermometer, Pressure Vacuum Gauge, Pressure Relief Valve, 2" Drain Valve with 3/8" Sampler, 1" Upper Fill Valve, 2 Position LBOR On/Off Switch, Bayonet Fusing IFD</p>	1035 Shar Cal Road Calvert City, KY 42029

Including all additions, accessions, and attachments thereto, and all substitutions, replacements, and proceeds (including insurance proceeds) thereof.



Equipment Schedule No. 08

This EQUIPMENT SCHEDULE NO. 08 ("Schedule") between **Liberty Commercial Finance LLC** ("Lessor") and **Core Scientific, Inc. and Core Scientific Holding Co.** (collectively hereinafter referred to as "Lessee") is dated as of December 10, 2021 and is issued in connection with the Master Equipment Lease Agreement number 32109 dated as of June 3, 2021 ("Master Lease" and the Schedule with the Master Lease terms incorporated therein, the "Lease"). Unless otherwise defined, capitalized terms used herein shall have the same meanings specified in the Master Lease.

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment, products and fees listed on Exhibit A attached hereto (collectively, the "Equipment").
2. **TERM.** The Initial Term of this Lease expires on the date that is 48 months after the Initial Term Commencement Date (the "Initial Term Expiration Date").
3. **EQUIPMENT COST:** \$1,875,000.00
4. **MONTHLY EQUIVALENT LEASE RATE FACTOR: ("MELRF"):** 0.024825
5. **MONTHLY RENT:** \$46,546.88

The actual Rent amount will be determined by multiplying the MELRF by the actual Equipment Cost. At the time of the Acceptance Date (or until such time as all final Lease related documentation is received by Lessor and/or Lessor Assignee), the MELRF may be adjusted upward in direct relation to any movement of US SWAP rates with a maturity equal to the Initial Term. The base US SWAP rate to be used for comparison purposes shall be 1.23%

6. **PAYMENT FREQUENCY:** Monthly

7. **RENTAL DEPOSIT:** \$186,187.52

The Deposit is nonrefundable and shall be applied to the first Monthly rent payment and last three Monthly Rent payments. In the event that the Lease does not commence for any reason, including Lessee's rejection of the Equipment or Lessee does not fulfill its commitment with respect to completion of the terms and conditions of the Lease or any approval, then the Deposit will be considered an earned processing fee by Lessor.

8. **EQUIPMENT LOCATION:** 206 Boring Dr., Dalton, GA 30721

9. **BILLING ADDRESS:** 2800 Northup Way, Suite 220, Bellevue WA 98004

10. **PURCHASE OPTION TERMS.** So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option (the "Purchase Option") to purchase all, but not less than all, Equipment on the Initial Term Expiration Date for an amount equal to \$1.00, plus any applicable taxes (the "Purchase Option Price"). Lessee shall not be obligated to provide Lessor with advance notice of Lessee's election of the Purchase Option. Payment of the Purchase Option Price, together with all other amounts due and owing by Lessee under the Lease shall be made on the Initial Term Expiration Date in immediately available funds. Upon satisfaction in full of Lessee's obligations hereunder, Lessor shall convey to Lessee all of Lessor's right, title and interest in and to the Equipment on an "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES AND MAY INCLUDE THESE AND OTHER DISCLAIMERS IN ANY SALE DOCUMENTATION. Lessee's right, if any, to continued use of any Equipment subject to a License Agreement shall be as set forth in the applicable License Agreement.

11. **NATURE OF TRANSACTION.** (a) **General.** The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law. (b) **Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly file and pay all such property taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill. (c) **Disclaimer.** **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

12. **FURTHER ASSURANCES.** LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE. Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessor: LIBERTY COMMERCIAL FINANCE LLC

By: 

Print Name: Stephen B. Peterson

Title: Chief Credit Officer

Date: December 10, 2021

Lessee: CORE SCIENTIFIC, INC.

By: 

Print Name: Peter Sladic

Title: Senior Vice President, Treasurer

Date: December 10, 2021

Lessee: CORE SCIENTIFIC HOLDING CO.

By: 

Print Name: Peter Sladic

Title: Senior Vice President, Treasurer

Date: December 10, 2021

EXHIBIT A**EQUIPMENT DESCRIPTION**Lessor: Liberty Commercial Finance LLCLessee: Core Scientific, Inc. and Core Scientific Holding Co.Lease: Equipment Schedule No. 08 to Master Equipment Lease Agreement dated as of June 3, 2021.

Supplier	Equipment Description	Equipment Location
Solomon Corporation	<p>(50) New 2500 KVA 3 Ph Padmount, Serial Numbers: M21C25074, M21E28505, M21E28506, M21E28507, M21E28508, M21C25075, M21C25076, M21C29039, M21E23885, M21E28511, M21C29037, M21C29040, M21C29041, M21D25167, M21D18507, M21D18509, M21E19385, M21E28509, M21E28510, M21E28512, M21D25171, M21C17480, M21C17481, M21C25077, M21C29038, M21D13658, M21D13659, M21D13660, M21D13661, M21D18506, M21D25172, M21D25173, M21D25174, M21D25175, M21D25176, M21D25177, M21D18508, M21D25178, M21E13891, M21E13863, M21E13880, M21E19382, M21E19384, M21E23882, M21E13883, M21E23884, M21E13888, M21D18504, M21D18505, M21E13881 HV: 24940GrdY / 14400 (125 KV Bil) LV: 415Y/240 (30 KV Bil) 65° C Rise, ONAN, 60 Hz 5 Position Tap Changer – 2-2.5% FCAN & FCBN Aluminum Windings, Type II Mineral Oil Filled, Dead Front, Loop Feed (6) Bushing Well w/25 KV Load Break Insert Primary Bushings (4) 12 Hole Spade LV Bushings w/Supports Liquid Level Gauge, Dial Type Thermometer, Pressure Vacuum Gauge, Pressure Relief, 2" Drain Valve with 3/8" Sampler, 1" Upper Fill Valve, 2 Position LBOR, On/Off Switch, Bayonet Fusing IFD</p>	206 Boring Drive, Dalton, GA 30721

Including all additions, accessions, and attachments thereto, and all substitutions, replacements, and proceeds (including insurance proceeds) thereof.



Equipment Schedule No. 09

This EQUIPMENT SCHEDULE NO. 09 ("Schedule") between **Liberty Commercial Finance LLC** ("Lessor") and **Core Scientific, Inc. and Core Scientific Holding Co.** (collectively hereinafter referred to as "Lessee") is dated as of December 10, 2021 and is issued in connection with the Master Equipment Lease Agreement number 32109 dated as of June 3, 2021 ("Master Lease" and the Schedule with the Master Lease terms incorporated therein, the "Lease"). Unless otherwise defined, capitalized terms used herein shall have the same meanings specified in the Master Lease.

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment, products and fees listed on Exhibit A attached hereto (collectively, the "Equipment").
2. **TERM.** The Initial Term of this Lease expires on the date that is 48 months after the Initial Term Commencement Date (the "Initial Term Expiration Date").
3. **EQUIPMENT COST:** \$864,873.51, which includes sales tax paid by Lessor to the State of KY in the sum of \$57,709.03.
4. **MONTHLY EQUIVALENT LEASE RATE FACTOR: ("MELRF"):** 0.024825
5. **MONTHLY RENT:** \$21,470.48

The actual Rent amount will be determined by multiplying the MELRF by the actual Equipment Cost. At the time of the Acceptance Date (or until such time as all final Lease related documentation is received by Lessor and/or Lessor Assignee), the MELRF may be adjusted upward in direct relation to any movement of US SWAP rates with a maturity equal to the Initial Term. The base US SWAP rate to be used for comparison purposes shall be 1.23%

6. **PAYMENT FREQUENCY:** Monthly

7. **RENTAL DEPOSIT:** \$85,881.92

The Deposit is nonrefundable and shall be applied to the first Monthly rent payment and last three Monthly Rent payments. In the event that the Lease does not commence for any reason, including Lessee's rejection of the Equipment or Lessee does not fulfill its commitment with respect to completion of the terms and conditions of the Lease or any approval, then the Deposit will be considered an earned processing fee by Lessor.

8. **EQUIPMENT LOCATION:** 1035 Shar Cal Road, Calvert City, KY 42029

9. **BILLING ADDRESS:** 2800 Northup Way, Suite 220, Bellevue WA 98004

10. **PURCHASE OPTION TERMS.** So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option (the "Purchase Option") to purchase all, but not less than all, Equipment on the Initial Term Expiration Date for an amount equal to \$1.00, plus any applicable taxes (the "Purchase Option Price"). Lessee shall not be obligated to provide Lessor with advance notice of Lessee's election of the Purchase Option. Payment of the Purchase Option Price, together with all other amounts due and owing by Lessee under the Lease shall be made on the Initial Term Expiration Date in immediately available funds. Upon satisfaction in full of Lessee's obligations hereunder, Lessor shall convey to Lessee all of Lessor's right, title and interest in and to the Equipment on an "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR HEREBY SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES AND MAY INCLUDE THESE AND OTHER

DISCLAIMERS IN ANY SALE DOCUMENTATION. Lessee's right, if any, to continued use of any Equipment subject to a License Agreement shall be as set forth in the applicable License Agreement.

11. **NATURE OF TRANSACTION.** (a) **General.** The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law. (b) **Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly file and pay all such property taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill. (c) **Disclaimer.** **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

12. **FURTHER ASSURANCES.** LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE. Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessor: LIBERTY COMMERCIAL FINANCE LLC

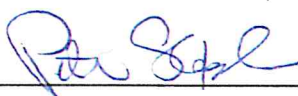
By: 

Print Name: Stephen B. Peterson

Title: Chief Credit Officer

Date: December 10, 2021

Lessee: CORE SCIENTIFIC, INC.

By: 

Print Name: Peter Sladic

Title: Senior Vice President, Treasurer

Date: December 10, 2021

Lessee: CORE SCIENTIFIC HOLDING CO.

By: 

Print Name: Peter Sladic

Title: Senior Vice President, Treasurer

Date: December 10, 2021

EXHIBIT A**EQUIPMENT DESCRIPTION**

Lessor: Liberty Commercial Finance LLC

Lessee: Core Scientific, Inc. and Core Scientific Holding Co.

Lease: Equipment Schedule No. 09 to Master Equipment Lease Agreement dated as of June 3, 2021.

Supplier	Equipment Description	Equipment Location
Sun Valley Electric Supply Co.	(14) Switchgear – Switchboard and Transformer Square D Standard Swbd Series, 2-QED-2, Serial Numbers: L88015516/ L88015517/L88015518, L88015519/L88015520/L88015521, L88015575/L88015576/L88015577, L88015578/L88015579/L88015580, L88015625/L88015626/L88015627, L88015628/L88015629/L88015630, L88015767/L88015568/L88015569, L88015770/L88015771/L88015772, L88015974/L88015975/L88015976, L88015977/L88020721/L88020722, L88020723/L88020756/L88020757, L88020758/L88020773/L88020774, L88020775/L88020850/L88020851, L88020852/L88020977/L88020978	1035 Shar Cal Road Calvert City, KY 42029

Including all additions, accessions, and attachments thereto, and all substitutions, replacements, and proceeds (including insurance proceeds) thereof.